

**RESOLUTION NO. 2018-261**

**A Resolution of the City Council of the City of Fremont, Nebraska, to authorize the Mayor to execute an Inter-Local Cooperation Agreement with Dodge County to plan of a Joint Public Service Center and sell an undivided one-half interest in Outlot A to Dodge County.**

WHEREAS, it is in the best interest of the City and the public safety of the citizens of the City to participate in the planning of a Joint Public Service Center; and

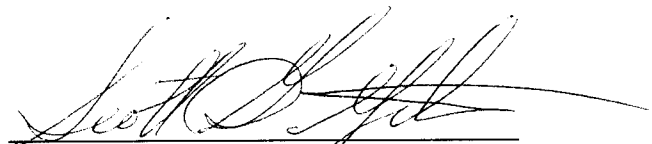
WHEREAS, the City currently owns certain real property where the City and Dodge County jointly agree is the best site for a Joint Public Service Center, said property described as Fremont Technology Park Replat of Outlot "A" (12.20 acres) in the Fremont Technology Park, and

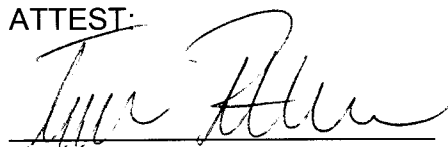
WHEREAS, the City and Dodge County desire to enter into an Inter-Local Cooperation Agreement to plan a Joint Public Safety Center, and

WHEREAS, the City agrees to sell an undivided one-half interest in Outlot A to Dodge County for \$201,300.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the Mayor to execute an Inter-Local Cooperation Agreement with Dodge County to plan a Joint Public Service Center and sell an undivided one-half interest in Outlot A for \$201,300.00 to Dodge County.

PASSED AND APPROVED THIS 27<sup>th</sup> DAY OF NOVEMBER 2018.

  
\_\_\_\_\_  
Scott Getzschman, Mayor

ATTEST:  
  
\_\_\_\_\_  
Tyler Ficken, City Clerk



**CITY OF FREMONT, NEBRASKA**  
**Ordinance #5482**  
**(Sale of a One-half Interest in City Owned Real Estate)**

**AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF AN UNDIVIDED ONE-HALF INTEREST IN REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO DODGE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, PURSUANT TO NEBRASKA LAW.**

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

**Section 1.** The City of Fremont, Nebraska owns certain real estate and appurtenances located in Fremont, Nebraska legally described as:

A subdivision to be known as Fremont Technology Park Replat of Outlot "A," further described in the final plat in Exhibit A, containing 12.20 acres, more or less (the "Property").

**Section 2.** The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell an undivided one-half interest in the Property, consisting of approximately 12.20 acres of land owned by the City of Fremont, Nebraska to Dodge County, a Political Subdivision of the State of Nebraska, pursuant to the terms of the Inter-Local Agreement and in compliance with Neb. Rev. Stat. § 16-202.

**Section 3.** The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of Two Hundred and One Thousand Three Hundred and No/100 Dollars (\$201,300.00) to be paid upon final approval of the Inter-Local Agreement. The sale of such subject real estate to Dodge County is subject to the following conditions:

- a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell a one-half interest the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.

The terms of such sale are contained in the proposed Inter-Local Agreement attached as Exhibit "B" and incorporated by this reference.

**Section 4.** This Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Neb. Rev. Stat. § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

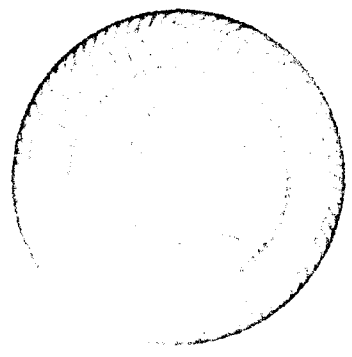
Passed and approved this 20<sup>th</sup> day of December 2018.

CITY OF FREMONT, NEBRASKA

Scott Getzschman  
Scott Getzschman, Mayor

ATTEST:

Tyler Ficken  
Tyler Ficken, City Clerk



**EXHIBIT "A"**  
**Fremont Technology Park Replat of Outlot "A"**  
(See Attached)

RESOLUTION NO. 2014-252

A Resolution of the City Council of the City of Fremont, Nebraska, approving the request of City of Fremont to re-plat Outlot 'A' Fremont Technology Park into two lots.

RESOLVED: That the City of Fremont, owner of Outlot 'A', Fremont Technology Park, desires to re-plat said property into two lots legally described as:

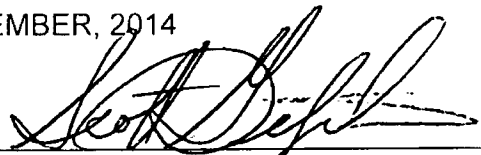
Outlot 'A' and Lot 3, Fremont Technology Park Replat of Outlot 'A'.

The re-plat of the property is hereby approved subject to:

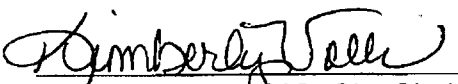
1. Receipt of proper easements
2. Capping of any necessary utility services

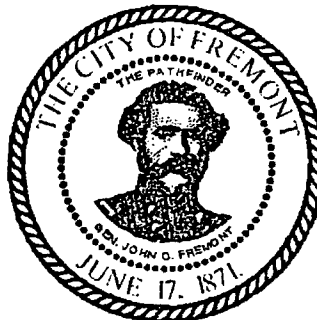
and the Mayor and City Clerk are hereby directed to sign this Resolution on behalf of the City Council.

PASSED AND APPROVED THIS 30TH DAY OF DECEMBER, 2014

  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

  
Kimberly Volk, MMC, City Clerk



201600351  
 Filed:  
 January 27, 2015 10:00:00 AM  
 Register of Deeds  
 Fee \$28.00  
 DODGE COUNTY, NE

**FREMONT TECHNOLOGY PARK**

**REPLAT OF OUTLOT "A"**

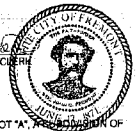
FREMONT CITY COUNCIL APPROVAL

THIS PLAT AND DEDICATION SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA.

THIS 30<sup>th</sup> DAY OF December 2014

*Scott Getzschman*  
 SCOTT GETZSCHMAN, MAYOR

*Kimberly Volk*  
 KIMBERLY VOLK, CITY CLERK



PLANNING COMMISSION APPROVAL

THIS PLAT OF FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A", A SUBDIVISION OF FREMONT TECHNOLOGY PARK IS APPROVED BY THE FREMONT CITY PLANNING COMMISSION ON December 15, 2014.

*Paul S. Jacek*  
 CHAIR  
 Jan 19, 2015  
 DATE

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE PLATTED INTO ONE LOT AND ONE OUTLOT, TO BE NAMED AND NUMBERED AS SHOWN; SAID PLAT TO BE HEREAFTER KNOWN AS FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER GRANTS UTILITY EASEMENTS AT THE LOCATIONS AND WIDTHS SHOWN ON THIS PLAT. WE DO ALSO GRANT EASEMENTS TO THE CITY OF FREMONT, SAID EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES, AND ARE SUBJECT TO THE PARAMOUNT RIGHT OF THE PUBLIC UTILITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

CITY OF FREMONT, DODGE COUNTY, NEBRASKA

*Scott Getzschman*  
 SCOTT GETZSCHMAN, MAYOR

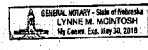


**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA }  
 DODGE COUNTY } SS

ON THIS 21<sup>st</sup> DAY OF January 2015, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME SCOTT GETZSCHMAN, MAYOR, CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

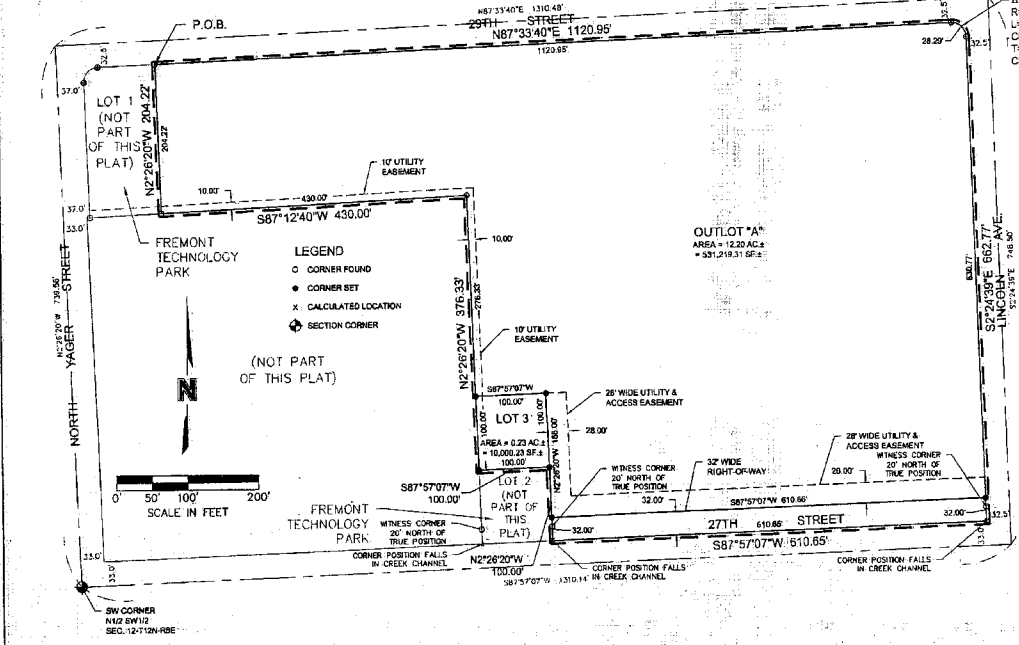
*Lynne M. Mcintosh*  
 NOTARY PUBLIC



**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS OF LOTS, ANGLE POINTS AND ENDS OF CURVES IN FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A", A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

Jan 6th 2015  
 DATE  
 MICHAEL R. JOHNSON  
 601 P STREET, SUITE 200  
 LINCOLN, NE 68508  
 526  
 LS NUMBER



**LEGAL DESCRIPTION**

A TRACT OF LAND COMPOSED OF OUTLOT "A", FREMONT TECHNOLOGY PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "A", FREMONT TECHNOLOGY PARK, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, FREMONT TECHNOLOGY PARK, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 29TH STREET; THENCE EASTERLY ON THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF N67°33'40"E, A DISTANCE OF 1120.95' TO A NORTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 90°1'42", A RADIUS OF 20.00', AN ARC LENGTH OF 31.43' ON A NORTHEAST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 28.25', A TANGENT LENGTH OF 20.01', AND A CHORD BEARING OF S47°25'30"E, TO AN EAST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE; THENCE S22°24'39"E, ON THE EAST LINE OF SAID OUTLOT "A", SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 662.77' TO THE SOUTHEAST CORNER OF SAID OUTLOT "A"; THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 610.65' TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF LOT 2, FREMONT TECHNOLOGY PARK; THENCE N02°26'20"W, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 2, A DISTANCE OF 100.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2; THENCE S87°57'07"W, ON A SOUTH LINE OF SAID OUTLOT "A"; SAID LINE BEING THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 2; THENCE N02°26'20"W, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 376.33' TO A WEST CORNER OF SAID OUTLOT "A"; THENCE S87°12'40"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 430.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, FREMONT TECHNOLOGY PARK; THENCE N02°26'20"W, ON THE WEST LINE OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 1; A DISTANCE OF 204.22' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 560,760.58 SQUARE FEET OR 12.87 ACRES, MORE OR LESS.

D:\Projects\14-3883\_Survey\MapInfo\MapInfo\14-3883\_TIPRPLA.dwg  
 USER: mjohanson  
 DATE: Jan 06, 2015 11:35am  
 PLOT: MICHAEL JOHNSON LS, NE

**EXHIBIT "B"**  
**Inter-Local Agreement**  
(See Attached)

## INTERLOCAL COOPERATION AGREEMENT

WHEREAS, it is in the best interest of the County of Dodge, Nebraska (hereinafter referred to as "Dodge County") and the public safety of the citizens of Dodge County to participate in the planning of a joint public service center (hereinafter referred to as "Joint Public Service Center") with the City of Fremont, Nebraska (hereinafter referred to as the "City"); and

WHEREAS, it is in the best interest of the City and the public safety of the citizens of the City to participate in the planning of a Joint Public Service Center; and

WHEREAS, the City currently owns certain real property where the parties jointly agree is the best site for a Joint Public Service Center, said property described as Fremont Technology Park Replat of Outlot "A" (12.20 acres) in the Fremont Technology Park; and

WHEREAS, the Board of Supervisors of Dodge County (Supervisors) have reviewed this Agreement and have passed a resolution approving the same and authorizing the chairperson thereof to execute this Agreement; and

WHEREAS, the Fremont City Council (Council) have reviewed this Agreement and have passed a resolution approving the same and authorizing the Mayor to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be bound hereby, it is agreed as follows:

### A. Definitions

1. For the purpose of the Agreement the following terms are defined:
  - a) Board - shall mean the Governing Joint Public Service Center board;
  - b) Sheriff - shall mean the Dodge County Sheriff; and
  - c) Chief - shall mean the Fremont Chief of Police.

### B. General Terms

1. Immediately upon the execution of this Agreement the City shall convey to Dodge County an undivided one half interest in the following described property:

A tract of land composed of Replat of Outlot "A", Fremont Technology Park, located in the southwest quarter of Section 12, Township 17 North, Range 8 East of the 6<sup>th</sup> P.M., City of Fremont Dodge County, Nebraska, and more particularly described in Exhibit A.
2. Upon such conveyance of the real property described herein Dodge County shall pay the City the sum of \$201,300.00. The term of this Agreement shall be perpetual, unless terminated as provided hereinafter.

### C. Joint Public Service Center Agency



1. There is hereby created an inter-local agency to plan the Joint Public Service Center. It shall be known and called the Governing Joint Public Service Center Board (hereinafter referred to as the "Governing Board").
2. The Governing Board shall be the six (6) members serving on the Communications Center Governing Board, which are the Chairperson of the County Board of Supervisors, the Fremont Mayor, two members of the Fremont City Council and two members of the County Board of Supervisors. The members may be members of the respective governing bodies and shall not be professional law enforcement officers. The Dodge County Manager and Sheriff, and the Fremont City Administrator and Police Chief shall serve as ex-officio members of the Governing Board.
3. All Governing Board meetings shall be conducted in accordance with the Nebraska Open Meetings Law.
4. The Governing Board shall oversee the planning of a Joint Public Service Center and shall be vested with certain responsibilities and powers, but not limited to the following:
  - a) Funding and the hiring of architects, engineers, and contractors for the design, engineering, and construction of the Joint Public Service Center subject to the approval of the Supervisors and Council.
  - b) Recommend policy direction to Supervisors and Council and serve as the advisory committee, which governs operations of the Joint Public Service Center.
  - c) All actions of the Governing Board shall be reported in writing and recommended to the Supervisors and Council for approval. In the event the members of the Governing Board fail to agree as to any matter, such matter shall be submitted to the Supervisors and Council for determination.
  - d) The approval for payment of all non-capital bills and expenses for the planning and operation of the Joint Public Service Center.
  - e) The preparation of the annual expense and capital budgets for each fiscal year to be submitted to the Supervisors and Council for their approval.
  - f) The Governing Board shall adopt a fiscal year commencing October 1<sup>st</sup> and terminating September 30<sup>th</sup> each year. Payments shall be made on a monthly basis with each payment to be made at the beginning of each month based on the estimated necessary contribution as per this agreement.
5. The receipts, expenditures, and payroll of the Joint Public Service Center shall be received and disbursed through the City Finance Director's office.

- a) Except as stated above; the expenses and receipts of the Joint Public Service Center shall be prorated between the County and City as established by the Governing Board. As long as the Public Service Answering Point (PSAP) is located in the Joint Public Service Center, no rent shall be charged for the space used by the PSAP. Any inequities resulting from the differing budget systems used to finance the Joint Public Service Center shall be adjusted between the parties in the following year or years.
- b) All property transferred to or acquired by the Joint Public Service Center shall be owned jointly by Dodge County and the City. Upon disposal of any property owned by the Joint Public Service Center, the proceeds shall be retained by the Joint Public Service Center for operating expenses. In the event that this agreement is terminated and one of the parties continues operation of the same or similar service provided hereunder, either individually or in cooperation with some other entity, it is understood and agreed that all property of the Joint Public Service Center owned jointly by the parties hereto shall be transferred to such individual party without costs.

#### D. Miscellaneous

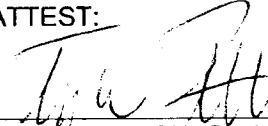
1. Dodge County agrees to indemnify and hold harmless, protect and defend the City and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the City or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity arising out of the responsibilities of Dodge County associated with this agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of the City.
2. The City agrees to indemnify and hold harmless, protect and defend Dodge County and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Dodge County or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity arising out of the responsibilities of the City associated with this agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of Dodge County.
3. This Agreement is entered into between the parties pursuant to the Inter-local Cooperation Act of the State of Nebraska; and to the extent this

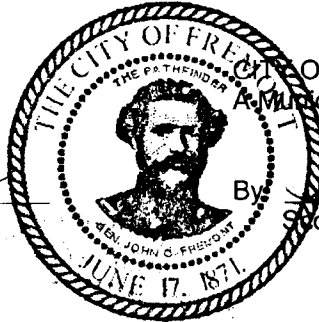
Agreement shall be governed by the provisions of said Act, it shall be construed consistent with the objects to be accomplished pursuant to said Act. In this respect:

- a) The duration of the Agreement shall be set forth in Paragraph B.2. above.
- b) There is no separate legal or administrative entity created hereby.
- c) The purpose hereof is as stated in the preamble.
- d) The financing of this cooperative undertaking and the maintaining of a budget therefore shall be set by the Governing Board. It is planned that the budget, once adopted, shall be funded on a prorated basis by Dodge County and the City.
- e) This Agreement may be partially or completely modified by the written consent of all parties hereto and may be terminated by mutual agreement of all parties or by any party and either party may terminate this Agreement effective June 30<sup>th</sup> in any year, provided, written notice of such termination is delivered to the other party prior to March 1<sup>st</sup> of that year.
- f) Each of the cooperating agencies shall perform its respective powers and responsibilities herein provided for through their respective employees and governing bodies and customary procedures and the Governing Board created hereby. Each Agency shall acquire, hold and dispose of personal property used by it in this cooperative undertaking in the manner provided by law but consistent with each Agency's respective obligations in this cooperative undertaking.

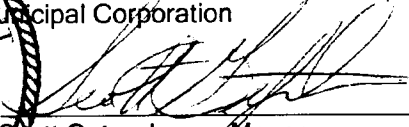
Dated this 5 day of December, 2018

ATTEST:

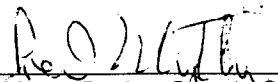
  
Tyler Ficken, City Clerk



CITY OF FREMONT, NEBRASKA  
A Municipal Corporation

By:   
Scott Getzschman, Mayor

ATTEST:

  
Fred Mytty, Dodge County Clerk

COUNTY OF DODGE, NEBRASKA

By:   
Bob Missel, Chairperson  
Dodge County Board of Supervisors

201500351  
 Filed  
 January 27, 2015 10:00:00 AM  
 Register of Deeds  
 DODGE COUNTY, NE  
 Fee 328.00

Exhibit A

FREMONT TECHNOLOGY PARK  
 REPLAT OF OUTLOT "A"

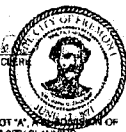
Plat # 599

FREMONT CITY COUNCIL APPROVAL

THIS PLAT AND DEDICATION SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE  
 FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA  
 THIS 27<sup>th</sup> DAY OF December, 2014

*Scott Getzschman*  
 SCOTT GETZSCHMAN, MAYOR

*Kimberly Volk*  
 KIMBERLY VOLK, CITY CLERK



PLANNING COMMISSION APPROVAL

THIS PLAT OF FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A", FREMONT TECHNOLOGY PARK IS APPROVED BY THE FREMONT CITY PLANNING COMMISSION ON December 15, 2014.

*Phil Schaefer*  
 CHAIR Jan 19, 2015  
 DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE PLATTED INTO ONE LOT AND ONE OUTLOT, TO BE NAMED AND NUMBERED AS SHOWN, SAID PLAT TO BE HEREAFTER KNOWN AS FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER GRANTS UTILITY EASEMENTS AT THE LOCATIONS AND WIDTHS SHOWN ON THIS PLAT. WE DO ALSO GRANT EASEMENTS TO THE CITY OF FREMONT, SAID EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC UTILITIES, AND ARE SUBJECT TO THE PARAMOUNT RIGHT OF THE PUBLIC UTILITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

CITY OF FREMONT, DODGE COUNTY, NEBRASKA

*Scott Getzschman*  
 SCOTT GETZSCHMAN, MAYOR

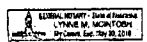


ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
 DODGE COUNTY } SS

ON THIS 27<sup>th</sup> DAY OF January, 2015, THE  
 UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAWIE SCOTT GETZSCHMAN, MAYOR, CITY  
 OF FREMONT, DODGE COUNTY, NEBRASKA.

*Michael R. Johnson*  
 NOTARY PUBLIC

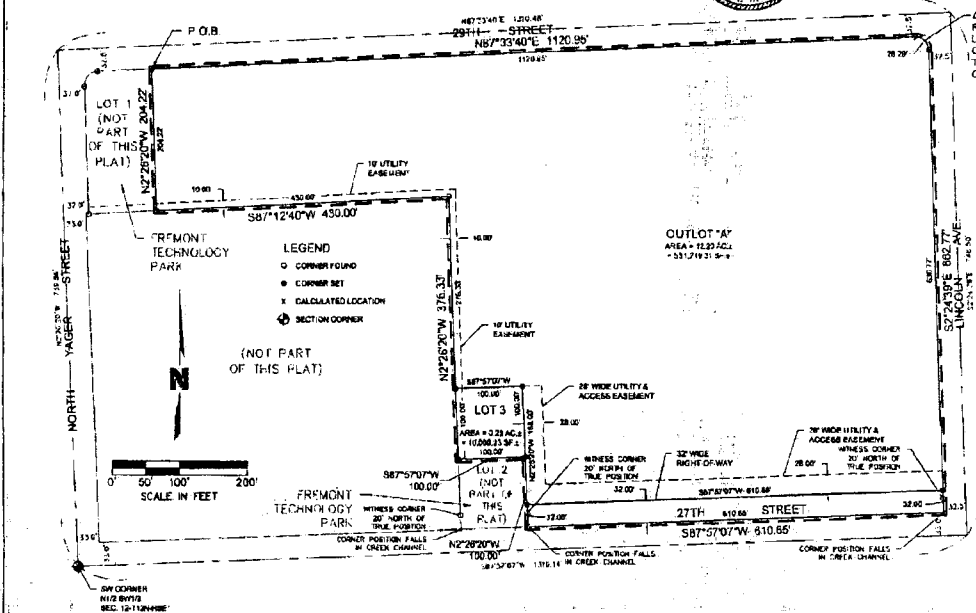


SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS OF LOTS, ANGLE POINTS AND ENDS OF CURVES IN FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A". A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

DATE Jan 6th 2015

*Michael R. Johnson*  
 MICHAEL R. JOHNSON  
 601 P STREET, SUITE 200,  
 LINCOLN, NE 68508



LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF OUTLOT "A", FREMONT TECHNOLOGY PARK, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH-WEST CORNER OF OUTLOT "A", FREMONT TECHNOLOGY PARK, SAID POINT BEING THE NORTH-EAST CORNER OF LOT 1, FREMONT TECHNOLOGY PARK, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 27TH STREET; THENCE EASTERLY ON THE NORTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF N87°33'47"E, A DISTANCE OF 1,120.88 TO A NORTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 90°01'42"; A RADIUS OF 20.00', AN ARC LENGTH OF 31.43 ON A NORTH-EAST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHWEST LINE OF SAID RIGHT-OF-WAY, A CHORD LENGTH OF 28.92', A TANGENT LENGTH OF 20.01', AND A CHORD BEARING OF S47°25'30"E, TO AN EAST CORNER OF SAID OUTLOT "A", SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF LINCOLN AVENUE; THENCE S32°24'39"E, ON THE EAST LINE OF SAID OUTLOT "A", SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 860.77 TO THE SOUTH-EAST CORNER OF SAID OUTLOT "A", THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 810.88 TO THE SOUTHWEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTH-EAST CORNER OF LOT 2, FREMONT TECHNOLOGY PARK; THENCE N02°28'20"W, ON A WEST LINE OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 2, A DISTANCE OF 160.00 TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTH-EAST CORNER OF SAID LOT 2; THENCE S87°57'07"W, ON A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100.00 TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 2; THENCE N02°28'20"W, ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 378.33 TO A WEST CORNER OF SAID OUTLOT "A"; THENCE S87°12'40"W, ON A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 430.00 TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, FREMONT TECHNOLOGY PARK; THENCE N02°28'20"W, ON THE WEST LINE OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 204.22 TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 560,780.46 SQUARE FEET OR 12.87 ACRES, MORE OR LESS.